



Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

October 11, 2017

The Honorable Jocelyn Boyd
Chief Clerk
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, South Carolina 29210

Re: Approval of First Negotiated Amendment to Interconnection Agreement between AT&T South Carolina¹ and Bandwidth.com CLEC, LLC (“CLEC”), Pursuant to Sections 251 and 252 of the Federal Telecommunications Act of 1996
Docket No. 2008-134-C

Dear Ms. Boyd:

AT&T South Carolina and CLEC respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached amendment to the parties' interconnection agreement. This amendment, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Section 252(e) of the Act charges the Commission with approving or rejecting this amendment within 90 days of its submission. The Commission may only reject the amendment if it finds that: the amendment or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the amendment or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the amendment represent that neither of these reasons exists and that the Commission should approve the amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely yours,

Richard T. Howell / by sk
w/ permission

RTH/mr
Attachment

cc: James E. McDaniel

¹ BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T
NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE
COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T OKLAHOMA AND
AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

BANDWIDTH.COM CLEC, LLC



Signature: eSigned - Steve LeonardSignature: eSigned - William BockelmanName: eSigned - Steve Leonard
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: General Manager
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 08 Aug 2017Date: 08 Aug 2017

Bandwidth.com CLEC, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

| State | Resale OCN | CLEC OCN |
|----------------|------------|----------|
| ALABAMA | 235F | 072F |
| CALIFORNIA | 235F | 981E |
| FLORIDA | 235F | 982E |
| ILLINOIS | 235F | 984E |
| KANSAS | 235F | 986E |
| LOUISIANA | 235F | 153F |
| MICHIGAN | 235F | 991E |
| NEVADA | 235F | 988E |
| OKLAHOMA | 235F | 119F |
| SOUTH CAROLINA | 235F | 077F |
| TENNESSEE | 235F | 124F |
| TEXAS | 235F | 004F |
| WISCONSIN | 235F | 007F |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | BCJ |

**AMENDMENT TO THE AGREEMENT
BETWEEN
BANDWIDTH.COM CLEC, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T OKLAHOMA, AT&T TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreements as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | Contract Type | Approval Date |
|--|-----------------------------|---------------------------|---------------|
| Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA | Bandwidth.com CLEC, LLC | Interconnection Agreement | 5/29/08 |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS | Bandwidth.com CLEC, LLC | Interconnection Agreement | 6/25/2008 |
| Southwestern Bell Telephone Company d/b/a AT&T KANSAS | Bandwidth.com CLEC, LLC | Interconnection Agreement | 7/10/2008 |
| Michigan Bell Telephone Company d/b/a AT&T MICHIGAN | Bandwidth.com CLEC, LLC | Interconnection Agreement | 5/20/2008 |
| Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale | Bandwidth.com CLEC, LLC | Interconnection Agreement | 5/29/2008 |
| Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA | Bandwidth.com CLEC, LLC | Interconnection Agreement | 5/16/2008 |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS | Bandwidth.com CLEC, LLC | Interconnection Agreement | 4/24/2008 |
| Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN | Bandwidth.com CLEC, LLC | Interconnection Agreement | 6/2/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA | Bandwidth.com CLEC, LLC | Interconnection Agreement | 5/13/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA | Bandwidth.com CLEC, LLC | Interconnection Agreement | 7/2/2008 |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA | Bandwidth.com CLEC, LLC | Interconnection Agreement | 6/30/2010 |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Bandwidth.com CLEC, LLC | Interconnection Agreement | 4/16/2008 |

| AT&T ILEC ("AT&T") | CARRIER Previous Legal Name | Contract Type | Approval Date |
|---|-----------------------------|---------------------------|---------------|
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Bandwidth.com CLEC, LLC | Interconnection Agreement | 6/21/2010 |

Pricing Sheet
Exhibit B

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non- Recurring Charge (NRC) First | Non- Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---|--|------------------------|------|------|--------------------------------------|--|---|----------|
| 2MR-AT | SC | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU | | | | 0.00bk | | | MOU |
| 2MR-AT | SC | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Common Transport - Per Mile, Per MOU | | | | 0.00bk | | | MILE/MOU |
| 2MR-AT | SC | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Common Transport - Facilities Termination Per MOU | | | | 0.00bk | | | MOU |